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THIS ANNOUNCEMENT SHOULD BE READ IN ITS ENTIRETY. IN PARTICULAR, YOU SHOULD READ AND UNDERSTAND THE INFORMATION PROVIDED IN THE APPENDIX.

THE CONTENT OF THIS ANNOUNCEMENT HAS NOT BEEN APPROVED BY AN AUTHORISED PERSON WITHIN THE MEANING OF THE FINANCIAL SERVICES AND MARKETS ACT 2000. RELIANCE ON THIS ANNOUNCEMENT FOR THE PURPOSE OF ENGAGING IN ANY INVESTMENT ACTIVITY MAY EXPOSE AN INDIVIDUAL TO A SIGNIFICANT RISK OF LOSING ALL OF THE PROPERTY OR OTHER ASSETS INVESTED.

RenalytixAI plc

Proposed Placing to raise £12.0 million (approximately US\$15.0 million)

Renalytix AI plc (AIM:RENX) (“**RenalytixAI**” or the “**Company**”), a developer of artificial intelligence enabled clinical diagnostics for kidney disease, announces its intention to conduct a placing of a minimum of 4,800,000 new ordinary shares in the Company at a price of 250 pence per share (the “**Placing Price**”) to raise minimum gross proceeds for the Company of £12.0 million (approximately US\$15.0 million).

The Placing Shares (other than those Placing Shares that will be subscribed for directly as part of the Subscription (as defined below)) are being offered, subject to the satisfaction of certain conditions set out in the Appendix to this Announcement, by way of an accelerated bookbuild (the “**Bookbuild**”) which will be launched immediately following this Announcement. Stifel Nicolaus Europe Limited (“**Stifel**”) and N+1 Singer Advisory LLP (“**N+1 Singer**”) (together, the “**Bookrunners**”) are acting as joint bookrunners in connection with the Bookbuild.

The net proceeds of the Placing (assuming the minimum number of Placing Shares is subscribed for) will be used as follows:

- approximately US\$8.6 million towards the regulatory and clinical development of *KidneyIntelX™*, the Company’s lead AI-enabled kidney diagnostic product, together with funds for accelerating the build of the Company’s AI and software development capabilities, as well as marketing and equipment spend to support the product’s launch;
- approximately US\$3.4 million towards the development of the Company’s second product portfolio, *FractalDx*, whose first two diagnostics are being prepared to address key issues in kidney transplant and rejection; and
- approximately US\$2.1 million towards working capital purposes to support the Company’s growth.

The Placing, which is conditional on, amongst other things, Admission, is being carried out within the Company’s existing shareholder authority limits. The number of Placing Shares (other than those Placing Shares that will be subscribed for directly as part of the Subscription) to be issued in connection with the Placing will be agreed by RenalytixAI and the Bookrunners following the close of the Bookbuild to further orders, and the results of the Placing will be announced as soon as practicable thereafter. The timing of the closing of the book, acceptance of any orders received after a close of Bookbuild announcement and final allocations shall be determined at the absolute discretion of RenalytixAI and the Bookrunners.

Expected timetable

Announcement of the Result of the Placing and Bookbuild	p.m. on 23 July 2019
Admission and commencement of dealing in the Placing Shares	8.00 a.m. on 29 July 2019

Each of the times and dates refer to London time and are subject to change by the Company (with the agreement of the Bookrunners), in which case details of the new times and dates will be notified to the London Stock Exchange and the Company will make an appropriate announcement through a Regulatory Information Service.

Additional information on the Placing is included below. Attention is drawn to the section headed 'Important Information' below and to the Appendix containing the terms and conditions of the Placing (representing important information for Placees only).

This Announcement contains inside information for the purposes of Article 7 of EU Regulation 596/2014 ("MAR"). In addition, market soundings (as defined in MAR) were taken in respect of the Placing with the result that certain persons became aware of inside information (as defined in MAR), as permitted by MAR. This inside information is set out in this Announcement. Therefore, those persons that received inside information in a market sounding are no longer in possession of such inside information relating to the Company and its securities.

For further information, please contact:

Renalytix AI plc

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About Kidney Disease

Kidney disease is now recognized as a public health epidemic affecting over 850 million people globally. In the United States alone, over 40 million people are classified as having chronic kidney disease, with nearly 50 percent of individuals with advanced (Stage IV) disease unaware of the severity of their reduced kidney function. As a result, many patients progress to kidney failure in an unplanned manner, ending up having dialysis in the emergency room without ever seeing a clinical specialist, such as a nephrologist. Every day 13 patients die in the United States while waiting for a kidney transplant.

About RenalytixAI

RenalytixAI is a developer of artificial intelligence-enabled clinical diagnostic solutions for kidney disease, one of the most common and costly chronic medical conditions globally. The Company's products are being designed to make significant improvements in kidney disease diagnosis, transplant management, clinical care, patient stratification for drug clinical trials, and drug target discovery. For more information, visit renalytixai.com.

About *KidneyIntelX™*

KidneyIntelX™ is an AI-enabled, clinical diagnostic solution being developed to improve the identification and clinical management of patients with Type 2 diabetes and / or African ancestry who are high-risk of progressive kidney disease. *KidneyIntelX™* uses a machine learning algorithm to assess a combination of predictive blood-based biomarkers and features from a patient's electronic health record.

About *FractalDx*

FractalDx is a portfolio of potential diagnostic and prognostic solutions that, once developed, are expected to make possible monitoring of kidney transplant rejection risk and support in administering accurate dosing of immune-suppression therapy, among other indications. The *FractalDx* technology is based principally on sequencing biomarkers from a patient's blood using widely available instrument platforms.

Information to Distributors

Solely for the purposes of the product governance requirements of Directive 2014/65/EU on markets in financial instruments, as amended ("**MiFID II**") and local implementing measures, and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the Product Governance Requirements) may otherwise have with respect thereto, the Placing Shares have been subject to a product approval process, which has determined that such Placing Shares are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II; and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II ("**Target Market Assessment**"). Notwithstanding the Target Market Assessment, Distributors should note that: the price of Placing Shares may decline and investors could lose all or part of their investment; Placing Shares offer no guaranteed income and no capital protection; and an investment in Placing Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to any contractual, legal or regulatory selling restrictions in relation to the Placing. For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Placing Shares.

Risks and Uncertainties

A description of the principal risks and uncertainties associated with the Company's business is included in Part 2 ("Risk Factors") of the Company's admission document dated 6 November 2018 (from page 44), available at the Company's website. The Board considers that these principal risks and uncertainties are those applicable to the Group at the current time.

Details of the Placing

1. INTRODUCTION

The Company today announces its intention to raise a minimum of £12.0 million (approximately US\$15.0 million) (before expenses) by way of a placing of a minimum of 4,800,000 new Ordinary Shares with certain institutional and other investors in both the US and UK at a Placing Price of 250 pence each. The Placing is not being underwritten. Further details and terms of the Placing are described below.

The net proceeds of the Placing (being approximately £11.3 million (approximately US\$14.1 million), assuming that the minimum number of Placing Shares is subscribed for) will be used to towards the regulatory and clinical development of *KidneyIntelX™*, as well as marketing and equipment spend to support the product's launch, the development of the Company's second product portfolio, *FractalDx* and general working capital purposes to support the Company's growth.

The Directors have the flexibility to increase the size of the Placing to include a total of up to 6.0 million new Ordinary Shares at the Placing Price, under the Company's existing shareholder authority to issue new shares for cash on a non-pre-emptive basis. Any proceeds from the Placing (net of expenses) in the excess of the minimum £11.3 million (approximately US\$14.1 million) will be used in accordance with the Group's stated strategy and to provide additional working capital to the Company.

The Placing Shares will be placed with specific institutional and other investors, and are conditional upon, amongst other things, Admission. The Placing Shares are being issued within the Company's pre-existing shareholder authority limits.

2. CURRENT TRADING AND OUTLOOK

RenalytixAI is advancing its products through clinical development in conjunction with leading primary health providers.

The Company announced its interim results for the period to 31 December 2018 on 25 March 2019. These interim results contained a review of the period to 31 December 2018. In the period since 31 December 2018, the Company has announced:

- the publication of a 1,369 patient trial demonstrating the predictive value of *KidneyIntelX™* algorithm;
- FDA granting Breakthrough Device designation to *KidneyIntelX™*;
- a CLIA certificate number issued by New York State;
- a CPT code, 0105U, granted by the American Medical Association; and
- positive interim validation study results for *KidneyIntelX™* in a c.3,000 patient, multi-centre clinical trial in Type 2 diabetes.

Trading since 31 December 2018 has been in-line with Directors' expectations. In the remainder of calendar 2019 the Company expects to:

- receive additional performance results for *KidneyIntelX™* from its expanded clinical validation study in patients with Type 2 diabetes and patients of African ancestry;
- initiate revenues as *KidneyIntelX™* rollout begins; and
- subject to ongoing discussions with the FDA, initiate a multi-centre prospective clinical utility study programme for *KidneyIntelX™*.

In 2020 and beyond, the Company expects an operational ramp up and product extension through:

- *KidneyIntelX™* private insurance plan coverage determinations in the United States;
- *KidneyIntelX™* United States national Medicare pricing expected from early 2020;
- data from *KidneyIntelX™* c.3,500 patient drug response study with University Medical Center Groningen, Netherlands;
- FDA regulatory clearance of *KidneyIntelX™*; and
- the initiation of *FractalDx* product commercial validation programme in kidney transplant.

3. INFORMATION ON THE PLACING

The Company proposes to raise a minimum of £12.0 million (approximately \$15.0 million) (before expenses) through the issue of the Placing Shares at the Placing Price, which represents a discount of 9.1 per cent. to the closing mid-price of 275 pence on 22 July 2019 being the last business day immediately prior to the announcement of the Placing. Having considered the price at which the Ordinary Shares are currently traded, and other market factors, the Directors have resolved that the Placing Price is appropriate. The Placing Shares

will represent approximately 8.2 per cent. of the Company's Enlarged Share Capital assuming the minimum number is issued.

Pursuant to the terms of the Placing Agreement, Stifel and N+1 Singer, as agents for the Company, have severally conditionally agreed to use their reasonable endeavours to place the Placing Shares (other than those Placing Shares that will be subscribed for directly as part of the Subscription) with certain institutional and other investors. The Placing Agreement is conditional upon, amongst other things, Admission becoming effective on or before 8.00 a.m. on 29 July 2019 (or such later time and/or date as the Company, Stifel and N+1 Singer may agree, but in any event by no later than 8.00 a.m. on 23 August 2019).

The Placing Agreement contains customary warranties from the Company in favour of Stifel and N+1 Singer relating to the Group and its business. In addition, the Company has agreed to indemnify both Stifel and N+1 Singer and their respective affiliates in relation to certain liabilities they may incur in respect of the Placing. Either Stifel or N+1 Singer can terminate the Placing Agreement at any time prior to Admission in certain circumstances, including in the event of a material breach of the warranties given in the Placing Agreement, the failure of the Company to comply with its obligations under the Placing Agreement or, the occurrence of a force majeure event or a material adverse change affecting the financial position or business or prospects of the Company. If this right is exercised by either Stifel or N+1 Singer the Placing will not proceed. The Placing has not been underwritten by either Stifel or N+1 Singer.

The Company has agreed to pay certain fees and commissions to Stifel and N+1 Singer in respect of the Placing.

Application will be made for Admission and it is expected that Admission will become effective and that dealings in the Placing Shares will commence at 8.00 a.m. on 29 July 2019.

The Placing Shares will, if and when issued, rank *pari passu* in all respects with the Existing Ordinary Shares including the right to receive dividends and other distributions declared following Admission.

Upon Admission, the Placing Shares will trade in the Company's existing restricted line of Ordinary Shares under the symbol RENX and ISIN GB00BYWL4Y04, and the Placing Shares subscribed for and held by non-US Persons that are also non-SEC Affiliates of the Company will be held in the CREST system and will be segregated into a separate trading system within CREST identified with the marker "REG S".

The Placing Shares held in CREST and the Placing Shares of any SEC Affiliates of the Company that are not US Persons held in certificated form will bear a legend (electronically in the case of the former) stating, *inter alia*, that the Placing Shares may not be offered or sold or otherwise transferred in the absence of registration under the US Securities Act, unless the transaction is exempt from, or not subject, to the registration requirements of the US Securities Act and that resales or reoffers of the Placing Shares made offshore in reliance on Regulation S may not be offered or sold to, or for the account or benefit of, US Persons during the Distribution Compliance Period.

4. US SECURITIES LAW RESTRICTIONS

The Placing Shares have not been, and will not be, registered under the US Securities Act or under any securities laws of any state or other jurisdiction of the United States. The Placing Shares will be offered or sold only to non-US Persons in "offshore transactions" as defined in and pursuant to Regulation S or otherwise in transactions that are exempt from, or not subject to, the registration requirements of the US Securities Act.

The Placing Shares offered to non-US Persons in the Placing will be subject to the conditions listed under Rule 903(b)(3), or Category 3, of Regulation S. Under Category 3, "offering restrictions" (as defined in Regulation S) must be in place in connection with the Placing and additional restrictions are imposed on resales of the Placing Shares. Purchasers of the Placing Shares may not offer, sell, pledge or otherwise transfer Placing Shares, directly or indirectly, in or into the United States or to, or for the account or benefit of, any US Person, except pursuant

to a transaction meeting the requirements of Rules 901 to 905 (including the Preliminary Notes) of Regulation S, pursuant to an effective registration statement under the US Securities Act or pursuant to an exemption from the registration requirements of the US Securities Act. All Placing Shares sold to non-US Persons in "offshore transactions" will be subject to these restrictions until the expiration of the Distribution Compliance Period. Hedging transactions in the Placing Shares may not be conducted, directly or indirectly, unless in compliance with the US Securities Act.

5. SUBSCRIPTION

The Icahn School of Medicine at Mount Sinai ("**Mount Sinai**") proposes to subscribe for Placing Shares, at the Placing Price and on similar terms as all other Placees, directly through the Company so as to ensure that, following Admission, it will continue to hold Ordinary Shares representing 14.9 per cent. of the Enlarged Share Capital ("**Subscription**"). The Subscription will be conditional upon Admission.

The Subscription by Mount Sinai will constitute a related party transaction for the purposes of the AIM Rules. The independent directors for the purposes of the Placing and Subscription (being the remaining Directors not connected with Mount Sinai being Julian Baines, James McCullough, Fergus Fleming, Richard Evans and Christopher Mills), having consulted with the Company's nominated adviser, Stifel, consider that the terms of the related party transaction are fair and reasonable insofar as the Shareholders are concerned.

Appendix

Terms and Conditions of the Placing

IMPORTANT INFORMATION FOR INVITED PLACERS ONLY REGARDING THE PLACING.

THIS ANNOUNCEMENT INCLUDES "FORWARD-LOOKING STATEMENTS" WHICH INCLUDES ALL STATEMENTS OTHER THAN STATEMENTS OF HISTORICAL FACT, INCLUDING, WITHOUT LIMITATION, THOSE REGARDING THE COMPANY AND THE COMPANY'S BUSINESS' FINANCIAL POSITION, BUSINESS STRATEGY, PLANS AND OBJECTIVES OF MANAGEMENT FOR FUTURE OPERATIONS, OR ANY STATEMENTS PRECEDED BY, FOLLOWED BY OR THAT INCLUDE THE WORDS "TARGETS", "BELIEVES", "EXPECTS", "AIMS", "INTENDS", "WILL", "MAY", "ANTICIPATES", "WOULD", "COULD" OR SIMILAR EXPRESSIONS OR NEGATIVES THEREOF. SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER IMPORTANT FACTORS BEYOND THE COMPANY'S CONTROL THAT COULD CAUSE THE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS OF THE COMPANY OR THE COMPANY'S BUSINESS TO BE MATERIALLY DIFFERENT FROM FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. SUCH FORWARD-LOOKING STATEMENTS ARE BASED ON NUMEROUS ASSUMPTIONS REGARDING THE COMPANY'S PRESENT AND FUTURE BUSINESS STRATEGIES AND THE ENVIRONMENT IN WHICH THE COMPANY AND THE COMPANY'S BUSINESS WILL OPERATE IN THE FUTURE. AS A RESULT, PROSPECTIVE INVESTORS SHOULD NOT RELY ON SUCH FORWARD-LOOKING STATEMENTS DUE TO THE INHERENT UNCERTAINTY THEREIN. NO REPRESENTATION OR WARRANTY IS GIVEN AS TO THE COMPLETENESS OR ACCURACY OF THE FORWARD-LOOKING STATEMENTS CONTAINED IN THIS ANNOUNCEMENT. THESE FORWARD-LOOKING STATEMENTS SPEAK ONLY AS AT THE DATE OF THIS DOCUMENT. THE COMPANY EXPRESSLY DISCLAIMS ANY OBLIGATION OR UNDERTAKING TO DISSEMINATE ANY UPDATES OR REVISIONS TO ANY FORWARD-LOOKING STATEMENTS CONTAINED HEREIN TO REFLECT ANY CHANGE IN THE COMPANY'S EXPECTATIONS WITH REGARD THERETO OR ANY CHANGE IN EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH ANY SUCH STATEMENTS ARE BASED UNLESS REQUIRED TO DO SO BY APPLICABLE LAW OR THE AIM RULES. NO STATEMENT IN THIS ANNOUNCEMENT IS INTENDED TO BE A PROFIT FORECAST AND NO STATEMENT IN THIS ANNOUNCEMENT SHOULD BE INTERPRETED TO MEAN THAT EARNINGS PER SHARE OF THE COMPANY FOR THE CURRENT OR FUTURE FINANCIAL YEARS WOULD NECESSARILY MATCH OR EXCEED THE HISTORICAL PUBLISHED EARNINGS PER SHARE OF THE COMPANY.

THIS ANNOUNCEMENT, INCLUDING THE APPENDIX (TOGETHER, THE "ANNOUNCEMENT"), IS RESTRICTED AND IS NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO US PERSONS OR IN OR INTO OR FROM THE UNITED STATES, THE REPUBLIC OF IRELAND, AUSTRALIA, CANADA, JAPAN, THE REPUBLIC OF SOUTH AFRICA, ISRAEL OR ANY OTHER JURISDICTION IN WHICH SUCH RELEASE, PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL.

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT AND THE APPENDIX ARE FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT: (A) PERSONS IN MEMBER STATES OF THE EUROPEAN ECONOMIC AREA ("EEA") WHO ARE QUALIFIED INVESTORS AS DEFINED IN SECTION 86(7) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000, AS AMENDED ("QUALIFIED INVESTORS"), BEING PERSONS FALLING WITHIN THE MEANING OF ARTICLE 2(1)(e) OF DIRECTIVE 2003/71/EC AS AMENDED, INCLUDING BY THE 2010 PROSPECTUS DIRECTIVE AMENDING DIRECTIVE (DIRECTIVE 2010/73/EC) AND TO THE EXTENT IMPLEMENTED IN THE RELEVANT MEMBER STATE (THE "PROSPECTUS DIRECTIVE"); (B) IN THE UNITED KINGDOM, QUALIFIED INVESTORS WHO ARE PERSONS WHO (I) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS FALLING WITHIN ARTICLE 19(5) (INVESTMENT PROFESSIONALS) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE "ORDER"); (II) ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.) OF THE ORDER; OR (III) ARE PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED; AND (C) PERSONS WHO HAVE OTHERWISE BEEN LAWFULLY INVITED TO PARTICIPATE IN THE PLACING BY STIFEL OR N+1 SINGER (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS").

THIS ANNOUNCEMENT AND THE INFORMATION IN IT MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS ANNOUNCEMENT RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. THIS ANNOUNCEMENT IS FOR INFORMATION PURPOSES ONLY AND DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY. THIS ANNOUNCEMENT HAS BEEN ISSUED BY AND IS THE SOLE RESPONSIBILITY OF THE COMPANY.

THIS ANNOUNCEMENT IS NOT AN OFFER OR SOLICITATION FOR SALE OR SUBSCRIPTION IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION, SALE OR SUBSCRIPTION WOULD BE UNLAWFUL UNDER THE SECURITIES LAWS OF ANY SUCH JURISDICTION. IN ADDITION, THIS ANNOUNCEMENT IS NOT AN OFFER OR SOLICITATION FOR SALE OR SUBSCRIPTION OF SECURITIES IN THE UNITED STATES. THE PLACING SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT 1933, AS AMENDED (THE "SECURITIES ACT") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD OR TRANSFERRED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES, OR OFFERED, SOLD OR TRANSFERRED TO, OR FOR THE ACCOUNT OR BENEFIT OF, US PERSONS, EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. SUBJECT TO CERTAIN EXCEPTIONS AND AT THE SOLE DISCRETION OF THE COMPANY, THE PLACING SHARES ARE BEING OFFERED AND SOLD ONLY OUTSIDE THE UNITED STATES TO NON-US PERSONS IN "OFFSHORE TRANSACTIONS" WITHIN THE MEANING OF, AND IN ACCORDANCE WITH, REGULATION S UNDER THE SECURITIES ACT AND OTHERWISE IN ACCORDANCE WITH APPLICABLE LAWS. NO PUBLIC OFFERING OF THE PLACING SHARES IS BEING MADE IN THE UNITED STATES, THE UNITED KINGDOM OR ELSEWHERE. NO MONEY, SECURITIES OR OTHER CONSIDERATION FROM ANY PERSON INSIDE THE UNITED STATES IS BEING SOLICITED AND, IF SENT IN RESPONSE TO THE INFORMATION CONTAINED IN THIS ANNOUNCEMENT, WILL NOT BE ACCEPTED.

THE PLACING SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE US SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY IN THE UNITED STATES, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE PLACING OR THE ACCURACY OR ADEQUACY OF THIS ANNOUNCEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

EACH PLACEE SHOULD CONSULT WITH ITS ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF AN INVESTMENT IN PLACING SHARES. THE DISTRIBUTION OF THIS ANNOUNCEMENT, ANY PART OF IT OR ANY INFORMATION CONTAINED IN IT MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS, AND ANY PERSON INTO WHOSE POSSESSION THIS ANNOUNCEMENT, ANY PART OF IT OR ANY INFORMATION CONTAINED IN IT COMES SHOULD INFORM THEMSELVES ABOUT, AND OBSERVE, SUCH RESTRICTIONS.

No action has been taken by any of the Company, Stifel Nicolaus Europe Limited ("Stifel"), Nplus1 Singer Advisory LLP ("N+1 Singer") or any of their respective affiliates, agents, directors, officers or employees that would permit an offer of the Placing Shares or possession or distribution of this Announcement or any other offering or publicity material relating to such Placing Shares in any jurisdiction where action for that purpose is required.

This Announcement or any part of it does not constitute or form part of any offer to issue or sell, or the solicitation of an offer to acquire, purchase or subscribe for, any securities in the United States (including its territories and possessions, any state of the United States and the District of Columbia), Canada, Australia, the Republic of South Africa, Israel, Japan or any other jurisdiction in which the same would be unlawful, or to, or for the account or benefit of, any US Person. No public offering of the Placing Shares is being made in any such jurisdiction.

The Placing Shares will be subject to the conditions listed under Rule 903(b)(3), or Category 3, of Regulation S. Purchasers of the Placing Shares may not offer, sell, pledge or otherwise transfer Placing Shares, directly or indirectly, in or into the United States or to, or for the account or benefit of, any US Person, except pursuant to a transaction meeting the requirements of Rules 901 to 905 (including the Preliminary Notes) of Regulation S,

pursuant to an effective registration statement under the US Securities Act or pursuant to an exemption from the registration requirements of the US Securities Act. Further details are included in "Registration and Settlement" and "Rule 144 Restrictions" below.

All offers of the Placing Shares will be made pursuant to an exemption under the Prospectus Directive from the requirement to produce a prospectus, in the United Kingdom, this Announcement is being directed solely at persons in circumstances in which section 21(1) of the Financial Services and Markets Act 2000 (as amended) ("**FSMA**") does not apply.

No representation or warranty, express or implied, is made or given by or on behalf of the Company or Stifel or N+1 Singer or any of their respective affiliates or SEC Affiliates or any of such persons' directors, officers or employees or any other person as to the accuracy, completeness or fairness of the information or opinions contained in this Announcement and no liability whatsoever is accepted by the Company, Stifel, N+1 Singer or any of such persons' affiliates, SEC Affiliates, directors, officers or employees or any other person for any loss howsoever arising, directly or indirectly, from any use of such information or opinions or otherwise arising in connection therewith.

The relevant clearances have not been, nor will they be, obtained from the securities commission of any province or territory of Canada, no prospectus has been lodged with, or registered by, the Australian Securities and Investments Commission, the Israel Securities Authority or the Japanese Ministry of Finance; the relevant clearances have not been, and will not be, obtained from the South Africa Reserve Bank or any other applicable body in the Republic of South Africa in relation to the Placing Shares and the Placing Shares have not been, nor will they be, registered under or offered in compliance with the securities laws of any state, province or territory of Australia, Canada, Israel, Japan or the Republic of South Africa. Accordingly, the Placing Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into Australia, Canada, Israel, Japan or the Republic of South Africa or any other jurisdiction outside the United Kingdom.

Persons (including, without limitation, nominees and trustees) who have a contractual right or other legal obligations to forward a copy of this Announcement should seek appropriate advice before taking any action.

Persons who are invited to and who choose to participate in the Placing by making (or on whose behalf there is made) an oral or written offer to subscribe for Placing Shares (a "**Placee**") will be deemed to have read and understood this Announcement in its entirety, to be participating, making an offer and acquiring Placing Shares on the terms and conditions contained herein and to be providing the representations, warranties, indemnities, acknowledgements and undertakings contained in this Appendix.

In particular, each such Placee represents, warrants, undertakes, agrees and acknowledges (amongst other things) that:

1. it is a Relevant Person (as defined above) and undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;
2. in the case of a Relevant Person in a member state of the EEA which has implemented the Prospectus Directive (each, a "**Relevant Member State**") who acquires any Placing Shares pursuant to the Placing:
 - a. it is a Qualified Investor within the meaning of Article 2(1)(e) of the Prospectus Directive;
 - b. in the case of any Placing Shares acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive:
 - i. the Placing Shares acquired by it in the Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant Member State other than Qualified Investors or in circumstances in which the prior consent of both Stifel and N+1 Singer has been given to the offer or resale;
or

- ii. where Placing Shares have been acquired by it on behalf of persons in any member state of the EEA other than Qualified Investors, the offer of those Placing Shares to it is not treated under the Prospectus Directive as having been made to such persons;
3. it is acquiring the Placing Shares for its own account or is acquiring the Placing Shares for an account with respect to which it exercises sole investment discretion and has the authority to make and does make the representations, warranties, indemnities, acknowledgements, undertakings and agreements contained in this Announcement;
4. the Placing Shares will be subject to the conditions listed under Rule 903(b)(3), or Category 3, of Regulation S, and will trade in the Company's restricted line of Ordinary Shares under the symbol REXX;
5. it understands (or if acting for the account of another person, such person has confirmed that such person understands) the resale and transfer restrictions set out in this Appendix; and
6. except as otherwise permitted by the Company and subject to any available exemptions from applicable securities laws, it (and any account referred to in paragraph 3 above) is outside the United States, is not a US Person and is acquiring the Placing Shares in an 'offshore transaction' as defined in and in accordance with Regulation S under the Securities Act.

The Company, Stifel and N+1 Singer will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements.

No admission document or prospectus

No admission document or prospectus or other offering document has been or will be submitted to be approved by the FCA or submitted to the London Stock Exchange in relation to the Placing or the Placing Shares and Placees' commitments will be made solely on the basis of the information contained in this Announcement and any information publicly announced through a Regulatory Information Service (as defined in the AIM Rules for Companies (the "**AIM Rules**")) by or on behalf of the Company on or prior to Admission (the "**Publicly Available Information**") and subject to any further terms set forth in the form of confirmation to be sent to individual Placees.

Each Placee, by participating in the Placing, agrees that the content of this Announcement is exclusively the responsibility of the Company and confirms that it has neither received nor relied on any information (other than the Publicly Available Information), representation, warranty or statement made by or on behalf of any of Stifel (the Company's nominated adviser), N+1 Singer, the Company or any other person, and none of Stifel, N+1 Singer, the Company or any other person acting on such person's behalf nor any of their respective affiliates has or shall have any liability for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

Details of the Placing Agreement and the Placing Shares

Stifel and N+1 Singer today entered into an agreement with the Company ("**Placing Agreement**").

Pursuant to the Placing Agreement and subject to the terms and conditions set out in the Placing Agreement, Stifel and N+1 Singer, as agents for and on behalf of the Company, have severally agreed to use their respective reasonable endeavours to procure Placees for the Placing Shares (other than those Placing Shares that will be subscribed for directly as part of the Subscription) at the Placing Price. The Placing is not being underwritten by Stifel or N+1 Singer.

The Placing Shares will, when issued, be subject to the articles of association of the Company and credited as fully paid and will rank *pari passu* in all respects with the existing Ordinary Shares in the capital of the Company, including the right to receive all dividends and other distributions declared, made or paid in respect

of such Ordinary Shares after the date of issue of the Placing Shares and will on issue be free of all claims, liens, charges, encumbrances and equities.

Application for admission to trading

Application will be made to the London Stock Exchange for admission of the Placing Shares to trading on AIM.

It is expected that Admission will take place no later than the Longstop Date and that dealings in the Placing Shares on AIM will commence at the time of Admission.

Once the Placing Shares are admitted to trading on AIM, the Placing Shares will trade in the Company's restricted line of Ordinary Shares under the symbol RENX, and the Placing Shares subscribed for and held by non-US Persons that are also non-SEC Affiliates of the Company will be held in the CREST system and will be segregated into a separate trading system within CREST identified with the marker "REG S".

Participation and principal terms of the Placing

- 1 Stifel (either through itself or through any of its affiliates or SEC Affiliates) is acting as nominated adviser, financial adviser and joint broker to the Placing (excluding the Subscription), as agent for and on behalf of the Company. Stifel is authorised and regulated in the United Kingdom by the FCA and is acting exclusively for the Company and no one else in connection with the matters referred to in this Announcement and will not be responsible to anyone other than the Company for providing the protections afforded to the customers of Stifel or for providing advice in relation to the matters described in this Announcement. With respect to any offer or sale of securities in the United States, Stifel is acting as agent for and on behalf of its affiliate Stifel, Nicolaus & Company, Inc., a US Securities and Exchange Commission registered broker-dealer pursuant to a Rule 15a-6 intra-group company agreement.
- 2 N+1 Singer (either through itself or through any of its affiliates or SEC Affiliates) is acting as financial adviser and joint broker to the Placing, (excluding the Subscription), as agent for and on behalf of the Company. N+1 Singer is authorised and regulated in the United Kingdom by the FCA and is acting exclusively for the Company and no one else in connection with the matters referred to in this Announcement and will not be responsible to anyone other than the Company for providing the protections afforded to the customers of N+1 Singer or for providing advice in relation to the matters described in this Announcement.
- 3 Participation in the Placing (excluding the Subscription), will only be available to persons who may lawfully do so, and who are, invited by Stifel or N+1 Singer to participate in the Placing. Stifel, N+1 Singer and any of their respective affiliates are entitled to participate in the Placing as principal.
- 4 The Placing Price will be a fixed price of 250 pence per Placing Share.
- 5 The final number of Placing Shares (other than those Placing Shares that will be subscribed for directly as part of the Subscription) to be issued at the Placing Price will be agreed and determined between Stifel, N+1 Singer and the Company and such details will be announced by the Company through a Regulatory Information Service pursuant to the placing results announcement.
- 6 Each Placee's allocation in the Placing shall be determined by Stifel, N+1 Singer and the Company. Placees' commitments to subscribe for the Placing Shares will be made orally to Stifel or N+1 Singer and confirmed by Stifel or N+1 Singer (as applicable) on a recorded telephone line and a form of confirmation documenting such commitment will be dispatched by Stifel or N+1 Singer (as applicable) by email as soon as possible thereafter. Subject to the receipt by the Company, Stifel and N+1 Singer of a US Investor Letter from any such person who is in the United States or who is a US Person, that oral confirmation will give rise to an irrevocable, legally binding commitment by that person (who at that point becomes a Placee), in favour of Stifel, N+1 Singer and the Company, under which it agrees to acquire the number of Placing Shares allocated to the Placee at the Placing Price and otherwise on the terms and subject to the conditions set out in this Announcement and in accordance with the Company's articles of association. Except with Stifel and/or N+1 Singer's written consent, such

commitment will not be capable of variation or revocation at the time at which it is submitted. The terms of this Appendix will also be deemed incorporated in the form of confirmation.

- 7 Each Placee will have an immediate, separate, irrevocable and binding obligation, owed to Stifel or N+1 Singer (as applicable) (as agent for the Company) and the Company, to pay to Stifel or N+1 Singer (as applicable) (or as it may direct) in cleared funds an amount equal to the product of the Placing Price and the number of Placing Shares such Placee has agreed to acquire and the Company has agreed to allot and issue to that Placee.
- 8 Irrespective of the time at which a Placee's allocation(s) pursuant to the Placing is/are confirmed, settlement for all Placing Shares (other than those Placing Shares that will be subscribed for directly as part of the Subscription) to be acquired pursuant to the Placing will be required to be made at the same time, on the basis explained below under "Registration and Settlement".
- 9 All obligations of Stifel and N+1 Singer under the Placing will be subject to fulfilment or (where applicable) waiver of the conditions referred to below under "Conditions of the Placing" and to the Placing not being terminated on the basis referred to below under "Termination of the Placing".
- 10 By participating in the Placing, each Placee will agree that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.
- 11 To the fullest extent permissible by law and applicable FCA rules, none of (a) Stifel or N+1 Singer, (b) any of Stifel or N+1 Singer's respective affiliates, agents, directors, officers, consultants, (c) to the extent not contained within (a) or (b), any person connected with Stifel and/or N+1 Singer as defined in FSMA ((b) and (c) being together "**affiliates**" and individually an "**affiliate**" of Stifel or N+1 Singer), (d) any person acting on either Stifel or N+1 Singer's behalf, shall have any liability (including to the extent permissible by law, any fiduciary duties) to Placees or to any other person whether acting on behalf of a Placee or otherwise. In particular, neither Stifel or N+1 Singer, nor any of their respective affiliates shall have any liability (including, to the extent permissible by law, any fiduciary duties) in respect of their conduct of the Placing or of such alternative method of effecting the Placing as Stifel or N+1 Singer and the Company may agree. Each Placee acknowledges and agrees that the Company is responsible for the allotment of the Placing Shares to the Placees and neither Stifel nor N+1 Singer shall have any liability to the Placees for the failure of the Company to fulfil those obligations.

Registration and Settlement

If Placees are allocated any Placing Shares in the Placing they will be sent a form of confirmation or electronic confirmation by Stifel or N+1 Singer, as soon as it is able which will confirm the number of Placing Shares allocated to them, the Placing Price and the aggregate amount owed by them to Stifel or N+1 Singer, as well as settlement instructions.

Each Placee will be deemed to agree that it will do all things necessary to ensure that delivery and payment is completed as directed by Stifel or N+1 Singer in accordance with either the standing CREST or certificated settlement instructions which they have in place with Stifel or N+1 Singer (as applicable).

Settlement of transactions in the Placing Shares following Admission will take place within the CREST system, subject to certain exceptions. Settlement through CREST is expected to take place in respect of the Placing Shares on 29 July 2019 and Admission is expected to occur no later than 8.00 a.m. on 29 July 2019 unless otherwise notified by Stifel and/or N+1 Singer.

Settlement will be on a delivery versus payment basis. However, in the event of any difficulties or delays in the admission of the Placing Shares to CREST or the use of CREST in relation to the Placing, the Company and Stifel and/or N+1 Singer (as applicable) may agree that the Placing Shares should be issued in certificated form. Stifel and N+1 Singer reserve the right to require settlement for the Placing Shares, and to deliver the Placing Shares to Placees, by such other means as they deem necessary, including by requiring settlement for and delivery of the Placing Shares (or a portion thereof) to Placees in certificated form, if delivery or settlement to

Placees is not practicable within the CREST system or would not be consistent with regulatory requirements in a Placee's jurisdiction. Placing Shares held by US Persons and SEC Affiliates of the Company shall be held in certificated form and accordingly settlement shall not be permitted via CREST until such time as the relevant restrictions are no longer applicable. SEC Affiliates of the Company at the time of the Placing, or investors that become SEC Affiliates at any time after the Placing, should seek independent US legal counsel prior to selling or transferring any Ordinary Shares.

Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above, in respect of either CREST or certificated deliveries, at the rate of 2 percentage points above prevailing LIBOR as determined by Stifel and/or N+1 Singer.

Each Placee agrees that, if it does not comply with these obligations, Stifel or N+1 Singer (as applicable) may sell, charge by way of security (to any funder of either Stifel or N+1 Singer) or otherwise deal with any or all of their Placing Shares on their behalf and retain from the proceeds, for Stifel or N+1 Singer's (as applicable) own account and benefit, an amount equal to the aggregate amount owed by the Placee plus any interest due and any costs and expenses properly incurred by Stifel or N+1 Singer as a result of the Placee's failure to comply with its obligations. The relevant Placee will, however, remain liable and shall indemnify Stifel or N+1 Singer (as applicable) on demand for any shortfall below the amount owed by it and for any stamp duty or stamp duty reserve tax (together with any interest or penalties) which may arise upon the sale of their Placing Shares on their behalf. Legal and/or beneficial title in and to any Placing Shares shall not pass to the relevant Placee until such time as it has fully complied with its obligations hereunder. By communicating a bid for Placing Shares, each Placee confers on Stifel or N+1 Singer (as applicable) all such authorities and powers necessary to carry out any such sale and agrees to ratify and confirm all actions which Stifel or N+1 Singer (as applicable) lawfully takes in pursuance of such sale.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees must ensure that, upon receipt, the conditional form of confirmation is copied and delivered immediately to the relevant person within that organisation. Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to United Kingdom stamp duty or stamp duty reserve tax. Placees will not be entitled to receive any fee or commission in connection with the Placing.

Notwithstanding the above, the right is reserved to deliver all of the Placing Shares to which the Placee is entitled in certificated form should Stifel or N+1 Singer consider this necessary or desirable.

CREST: Regulation S Category 3 Settlement Service

The Placing Shares have not been, and will not be, registered under the US Securities Act or under any securities laws of any state or other jurisdiction of the United States. Subject to certain exceptions, the Placing Shares are being offered only outside the United States in "offshore transactions" to non-US Persons. The Placing Shares will be subject to the conditions listed under Rule 903(b)(3), or Category 3, of Regulation S. Purchasers of the Placing Shares may not offer, sell, pledge or otherwise transfer Placing Shares, directly or indirectly, in or into the United States or to, or for the account or benefit of, any US Person, except pursuant to a transaction meeting the requirements of Rules 901 to 905 (including the Preliminary Notes) of Regulation S, pursuant to an effective registration statement under the US Securities Act or pursuant to an exemption from the registration requirements of the US Securities Act.

Each subscriber for Placing Shares, by subscribing for such Placing Shares, agrees to reoffer or resell the Placing Shares only pursuant to registration under the US Securities Act or in accordance with the provisions of Regulation S or pursuant to another available exemption from registration, and agrees not to engage in hedging transactions with regard to such securities unless in compliance with the US Securities Act. The above restrictions severely restrict purchasers of Placing Shares from reselling the Placing Shares in the United States or to a US Person. These restrictions may remain in place or be reintroduced following the expiry of the one-year Distribution Compliance Period in relation to the Placing Shares, at the discretion of the Company, for

example in the event the Company subsequently issues additional Ordinary Shares under the same ISIN as the Placing Shares.

Once the Placing Shares are admitted to trading on AIM, the Placing Shares will trade in the Company's existing restricted line of Ordinary Shares under the symbol REXX, and the Placing Shares subscribed for and held by non-US Persons that are also non-SEC Affiliates of the Company will be held in the CREST system and will be segregated into a separate trading system within CREST identified with the marker "REG S". The "REG S" marker indicates that the Ordinary Shares held in the CREST system will also bear a legend setting out certain transfer restrictions and other information, including that: (i) transfers of the Ordinary Shares are prohibited except in accordance with the provisions of Regulation S, pursuant to registration under the US Securities Act or in a transaction not subject to the registration requirements of the US Securities Act; and (ii) hedging transactions involving the Ordinary Shares may not be conducted unless in compliance with the US Securities Act.

Representations, warranties and certifications must be made through the CREST system by those selling or acquiring the Ordinary Shares with the "REG S" marker. If such representations, warranties and certifications cannot be made or are not made, settlement through CREST will be rejected. Furthermore, Placing Shares held by US Persons and SEC Affiliates of the Company shall be held in certificated form and accordingly settlement shall not be permitted via CREST until such time as the relevant restrictions are no longer applicable. SEC Affiliates of the Company at the time of the Placing, or investors that become SEC Affiliates at any time after the Placing, should seek independent US legal counsel prior to selling or transferring any Ordinary Shares.

Rule 144 Restrictions

Rule 144 under the US Securities Act may be available for US resales of Placing Shares by SEC Affiliates of the Company, subject to various conditions being met including, among others, the availability of current information regarding the Company, applicable holding periods and volume and manner of sale restrictions. Placing Shares held by SEC Affiliates of the Company shall be held in certificated form and accordingly settlement shall not be permitted via CREST until such time as the relevant restrictions are no longer applicable. SEC Affiliates of the Company at the time of the Placing, or investors that become SEC Affiliates at any time after the Placing, should seek independent US legal counsel prior to selling or transferring any Ordinary Shares. A liquid trading market for the Ordinary Shares does not currently exist in the United States, and the Company does not expect such a market to develop soon.

Conditions of the Placing

The Placing is conditional upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms.

The obligations of Stifel and N+1 Singer under the Placing Agreement are, and the Placing is, conditional upon, inter alia:

- (a) the Company allotting the Placing Shares in accordance with the terms of the Placing Agreement;
- (b) none of the warranties or undertakings contained in the Placing Agreement being or having become untrue, inaccurate or misleading at any time before Admission, and no fact or circumstance having arisen which would constitute a breach of any of the Warranties or undertakings given in the Placing Agreement;
- (c) the Subscription Letter not having lapsed or been terminated and having been completed in accordance with its terms, subject only to Admission;
- (d) the performance by the Company of its obligations under the Placing Agreement to the extent that they fall to be performed prior to Admission;
- (e) no matter having arisen before Admission which might reasonably be expected to give rise to an indemnity claim under the Placing Agreement;

- (f) agreement by the Company, Stifel and N+1 Singer of the final number of Placing Shares (other than those Placing Shares that will be subscribed for directly as part of the Subscription) to be issued at the Placing Price pursuant to the Placing and the allocation of such Placing Shares to Placees;
- (g) no occurrence of a market disruption event as specified in the Placing Agreement; and
- (h) Admission occurring by not later than 8.00 a.m. on 29 July 2019 (or such later date as the Company, Stifel and N+1 Singer may agree in writing, in any event being not later than 23 August 2019),

(all conditions to the obligations of Stifel and N+1 Singer included in the Placing Agreement being together, the “conditions”).

If any of the conditions set out in the Placing Agreement are not fulfilled or, where permitted, waived in accordance with the Placing Agreement within the stated time periods (or such later time and/or date as the Company, Stifel and N+1 Singer may agree, provided that the time for satisfaction of the condition set out in (e) above shall not be extended beyond the Longstop Date) or the Placing Agreement is terminated in accordance with its terms, the Placing will lapse and the Placee’s rights and obligations shall cease and terminate at such time and each Placee agrees that no claim can be made by or on behalf of the Placee (or any person on whose behalf the Placee is acting) in respect thereof.

By participating in the Placing, each Placee agrees that its rights and obligations cease and terminate only in the circumstances described above and under “Termination of the Placing” below and will not be capable of rescission or termination by it.

Certain conditions may be waived in whole or in part by Stifel and N+1 Singer (acting together), in their absolute discretion by notice in writing to the Company and Stifel and N+1 Singer may also agree in writing with the Company to extend the time for satisfaction of any condition. Any such extension or waiver will not affect Placees’ commitments as set out in this Announcement.

Stifel and/or N+1 Singer may terminate the Placing Agreement in certain circumstances, details of which are set out below.

None of Stifel, N+1 Singer, the Company nor any of their respective affiliates, agents, directors, officers, employees shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision any of them may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition to the Placing nor for any decision any of them may make as to the satisfaction of any condition or in respect of the Placing generally and by participating in the Placing each Placee agrees that any such decision is within the absolute discretion of Stifel and N+1 Singer.

Termination of the Placing

Either Stifel or N+1 Singer may terminate the Placing Agreement, in accordance with its terms, at any time prior to Admission if, inter alia:

- 1 it comes to the attention of Stifel or N+1 Singer that any of the warranties were not true or accurate, or were misleading when given or deemed given; or
- 2 it comes to the attention of Stifel or N+1 Singer that the Company has failed to comply with its obligations under the Placing Agreement, FSMA, MAR, the AIM Rules or other applicable law; or
- 3 it comes to the attention of Stifel or N+1 Singer that any statement contained in the Placing documents has become or been discovered to be untrue, inaccurate or misleading; or
- 4 there has occurred a *force majeure* event, or any material adverse change has occurred in the financial position or prospects or business of the Company and its subsidiary undertakings (taken as whole) which, in the opinion of Stifel or N+1 Singer, will or is likely to be prejudicial to the Placing or Admission or to the subscription for Placing Shares by Placees.

If the Placing Agreement is terminated in accordance with its terms, the rights and obligations of each Placee in respect of the Placing as described in this Announcement shall cease and terminate at such time and no claim can be made by any Placee in respect thereof.

By participating in the Placing, each Placee agrees with the Company, Stifel and N+1 Singer that the exercise by the Company, Stifel or N+1 Singer of any right of termination or any other right or other discretion under the Placing Agreement shall be within the absolute discretion of the Company or Stifel or N+1 Singer and that none of the Company, Stifel or N+1 Singer need make any reference to such Placee and that none of Stifel, N+1 Singer, the Company, nor any of their respective affiliates, agents, directors, officers or employees shall have any liability to such Placee (or to any other person whether acting on behalf of a Placee or otherwise) whatsoever in connection with any such exercise.

By participating in the Placing, each Placee agrees that its rights and obligations terminate only in the circumstances described above and under the "Conditions of the Placing" section above and will not be capable of rescission or termination by it after the issue by Stifel or N+1 Singer of a form of confirmation confirming each Placee's allocation and commitment in the Placing.

Representations, warranties and further terms

By participating in the Placing, each Placee (and any person acting on such Placee's behalf) irrevocably represents, warrants, acknowledges and agrees (for itself and for any such prospective Placee) to the Company, Stifel and N+1 Singer that:

- 1 it has read and understood this Announcement in its entirety and that its subscription for the Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, indemnities, acknowledgements, agreements and undertakings and other information contained herein and that it has not relied on, and will not rely on, any information given or any representations, warranties or statements made at any time by any person in connection with Admission, the Placing, the Company, the Placing Shares or otherwise, other than the information contained in this Announcement and the Publicly Available Information and undertakes not to redistribute or duplicate this Announcement;
- 2 it has not received a prospectus, admission document or other offering document in connection with the Placing and acknowledges that no prospectus, admission document or other offering document: (a) is required under the Prospectus Directive; and (b) has been or will be prepared in connection with the Placing;
- 3 the Ordinary Shares are admitted to trading on AIM, and that the Company is therefore required to publish certain business and financial information in accordance with the AIM Rules, which includes a description of the nature of the Company's business and the Company's most recent balance sheet and profit and loss account and that it is able to obtain or access such information without undue difficulty, and is able to obtain access to such information or comparable information concerning any other publicly traded company, without undue difficulty;
- 4 it has made its own assessment of the Placing Shares and has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing and none of Stifel, N+1 Singer, the Company nor any of their respective affiliates, agents, directors, officers or employees or any person acting on behalf of any of them has provided, and will not provide, it with any material regarding the Placing Shares or the Company or any other person other than the information in this Announcement, the Publicly Available Information, or, if it is in the United States or is a US Person, a US Investor Letter; nor has it requested any of Stifel, N+1 Singer, the Company, any of their respective affiliates, agents, directors, officers or employees or any person acting on behalf of any of them to provide it with any such information;
- 5 neither Stifel nor N+1 Singer, nor any person acting on behalf of either of them or any of their respective affiliates, agents, directors, officers or employees has or shall have any liability for any Publicly Available Information, or any representation relating to the Company, provided that nothing in this paragraph excludes the liability of any person for fraudulent misrepresentation made by that person;

- 6 (a) the only information on which it is entitled to rely on and on which it has relied in committing to subscribe for the Placing Shares is contained in the Publicly Available Information and this Announcement, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares and it has made its own assessment of the Company, the Placing Shares and the terms of the Placing based on Publicly Available Information and the information contained in this Announcement; (b) none of Stifel, N+1 Singer, the Company nor any of their respective affiliates, agents, directors, officers or employees has made any representation or warranty to it, express or implied, with respect to the Company, the Placing or the Placing Shares or the accuracy, completeness or adequacy of the Publicly Available Information and the information contained in this Announcement; (c) it has conducted its own investigation of the Company, the Placing and the Placing Shares, satisfied itself that the information is still current and relied on that investigation for the purposes of its decision to participate in the Placing; (d) has not relied on any investigation that Stifel or N+1 Singer or any person acting on their behalf may have conducted with respect to the Company, the Placing or the Placing Shares; and (e) it may not place the same degree of reliance on this Announcement as it may otherwise place on a prospectus or admission document;
- 7 the content of this Announcement and the Publicly Available Information has been prepared by and is exclusively the responsibility of the Company and that neither Stifel nor N+1 Singer nor any persons acting on behalf of either of them or any of their respective affiliates, agents, directors, officers or employees is responsible for or has or shall have any liability for any information, representation, warranty or statement relating to the Company contained in this Announcement or the Publicly Available Information nor will they be liable for any Placee's decision to participate in the Placing based on any information, representation, warranty or statement contained in this Announcement, the Publicly Available Information or otherwise. Nothing in this Appendix shall exclude any liability of any person for fraudulent misrepresentation;
- 8 the Placing Shares have not been registered or otherwise qualified, and will not be registered or otherwise qualified, for offer and sale nor will a prospectus be cleared or approved in respect of any of the Placing Shares under the securities laws of the United States, or any state or other jurisdiction of the United States, Australia, Canada, the Republic of South Africa, Israel or Japan and, subject to certain exceptions, may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, within the United States, Australia, Canada, the Republic of South Africa, Israel or Japan or in any country or jurisdiction where any such action for that purpose is required;
- 9 it and/or each person on whose behalf it is participating:
- 9.1 is entitled to acquire Placing Shares pursuant to the Placing under the laws and regulations of all relevant jurisdictions;
- 9.2 has fully observed such laws and regulations;
- 9.3 has capacity and authority and is entitled to enter into and perform its obligations as an acquirer of Placing Shares and will honour such obligations; and
- 9.4 has obtained all necessary consents and authorities (including, without limitation, in the case of a person acting on behalf of a Placee, all necessary consents and authorities to agree to the terms set out or referred to in this Appendix) under those laws or otherwise and complied with all necessary formalities to enable it to enter into the transactions contemplated hereby and to perform its obligations in relation thereto and, in particular, if it is a pension fund or investment company it is aware of and acknowledges it is required to comply with all applicable laws and regulations with respect to its subscription for Placing Shares;
- 10 unless otherwise specifically agreed by the Company, Stifel and N+1 Singer, it is not, and any person who it is acting on behalf of is not, and at the time the Placing Shares are subscribed for will not be, a resident of, or with an address in, or subject to the laws of, the United States (or a US Person), Australia, Canada, Israel, Japan or the Republic of South Africa, and it acknowledges and agrees that the Placing Shares have not been and will not be registered or otherwise qualified under the securities legislation

of Australia, Canada, Israel, Japan or the Republic of South Africa and may not be offered, sold, or acquired, directly or indirectly, within those jurisdictions;

- 11 the Placing Shares have not been, and will not be, registered under the Securities Act and may not be offered, sold or resold in or into or from the United States, or to, or for the account or benefit of, a US Person, except pursuant to an effective registration under the Securities Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in accordance with applicable state securities laws; and no representation is being made as to the availability of any exemption under the US Securities Act for the reoffer, resale, pledge or transfer of the Placing Shares;
- 12 unless otherwise specifically agreed by the Company, Stifel and N+1 Singer, it and the beneficial owner of the Placing Shares is, and at the time the Placing Shares are acquired will be, outside the United States and acquiring the Placing Shares in an "offshore transaction" as defined in, and in accordance with, Regulation S under the Securities Act;
- 13 unless otherwise specifically agreed by the Company, Stifel and N+1 Singer, it is not, and at the time the Placing Shares are acquired will not be, a US Person, and is not acquiring the Placing Shares for the account or benefit of any US Person;
- 14 it will not engage in hedging transactions, directly or indirectly, with regard to the Placing Shares unless in compliance with the US Securities Act;
- 15 it acknowledges and agrees that the Placing Shares held by non-US Persons will bear a legend to the following effect, unless the Company determines otherwise in compliance with applicable law:

"THE ORDINARY SHARES REPRESENTED HEREBY HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, US PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S")). THE SHARES ARE BEING OFFERED ONLY TO NON-US PERSONS OUTSIDE THE UNITED STATES IN TRANSACTIONS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IN RELIANCE ON REGULATION S. THE ORDINARY SHARES ARE "RESTRICTED SECURITIES" AS DEFINED UNDER RULE 144 (A)(3) PROMULGATED UNDER THE SECURITIES ACT. THE ORDINARY SHARES MAY NOT BE TAKEN UP, OFFERED, SOLD, RESOLD, DELIVERED OR DISTRIBUTED, DIRECTLY OR INDIRECTLY WITHIN, INTO OR FROM THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, US PERSONS (AS DEFINED IN REGULATION S) EXCEPT: (I) IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF REGULATION S, (II) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, OR (III) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT. REALES OR REOFFERS OF ORDINARY SHARES MADE OFFSHORE IN RELIANCE ON REGULATION S MAY NOT BE SOLD TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY US PERSON (AS DEFINED IN REGULATION S) DURING THE ONE YEAR DISTRIBUTION COMPLIANCE PERIOD UNDER REGULATION S. HEDGING TRANSACTIONS INVOLVING THESE ORDINARY SHARES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

BY ACCEPTING THESE ORDINARY SHARES, THE HOLDER REPRESENTS AND WARRANTS THAT IT (A) IS NOT A US PERSON (AS DEFINED IN REGULATION S) AND (B) IS NOT HOLDING THE ORDINARY SHARES FOR THE ACCOUNT OR BENEFIT OF ANY US PERSON.";

- 16 unless otherwise specifically agreed by the Company, Stifel and N+1 Singer, it is not an SEC Affiliate of the Company nor does it expect to become an SEC Affiliate of the Company as a result of its participation in the Placing;
- 17 it acknowledges and agrees that any offer or sale of the Placing Shares held through CREST must be made to non-US Persons in "offshore transactions" as defined in and pursuant to Regulation S and that, during the Distribution Compliance Period, prior to any proposed transfer of the Placing Shares, other than pursuant to an effective registration statement, representations, warranties and certifications

must be made through the CREST system by those selling or acquiring the Placing Shares. If such representations, warranties and certifications cannot be made or are not made, settlement through CREST will be rejected;

- 18 it undertakes that it will not offer or sell certificated Placing Shares except to non-US Persons in "offshore transactions" as defined in and pursuant to Regulation S, pursuant to an effective registration statement under the US Securities Act or otherwise in transactions exempt from registration under the US Securities Act;
- 19 it acknowledges and agrees that the Company may refuse to register any transfer of the Placing Shares not made in accordance with the provisions of Regulation S, pursuant to registration under the US Securities Act or pursuant to an available exemption from registration, and that the Company is under no obligation to register or qualify the Placing Shares under the US Securities Act or applicable securities laws of any state or other jurisdiction of the United States;
- 20 it acknowledges and agrees that any offer or sale of Placing Shares, if made prior to the expiration of the Distribution Compliance Period, must be made pursuant to the following conditions: (i) the purchaser of the Placing Shares (other than a Distributor) must certify that it is not a US Person and is not acquiring the Placing Shares for the account or benefit of any US Person or is a US Person who purchased Placing Shares in a transaction that did not require registration under the US Securities Act; (ii) the purchaser of the Placing Shares must agree to resell such Placing Shares only in accordance with the provisions of Regulation S, pursuant to registration under the US Securities Act or pursuant to an available exemption from registration, and must agree not to engage in hedging transactions with regard to such Placing Shares unless in compliance with the US Securities Act; (iii) the Placing Shares must contain a legend to the effect that transfer is prohibited except in accordance with the provisions of Regulation S, pursuant to registration under the US Securities Act or pursuant to an available exemption from registration, and that hedging transactions involving the Placing Shares may not be conducted unless in compliance with the US Securities Act; (iv) the Company is required to refuse to register any transfer of the Placing Shares not made in accordance with the provisions of Regulation S, pursuant to registration under the US Securities Act or pursuant to an available exemption from registration; and (v) each Distributor selling Placing Shares to a Distributor, a dealer (as defined in Section 2(a)(12) of the US Securities Act) or a person receiving a selling concession, fee or other remuneration, prior to the expiration of the Distribution Compliance Period, must send a confirmation or other notice to the purchaser stating that the purchaser is subject to the same restrictions on offers and sales that apply to a Distributor;
- 21 it acknowledges and agrees that in the case of an offer or sale of Placing Shares prior to the expiration of the Distribution Compliance Period by a dealer (as defined in Section 2(a)(12) of the US Securities Act), or a person receiving a selling concession, fee or other remuneration in respect of the Placing Shares offered or sold: (i) neither the seller nor any person acting on its behalf may know that the offeree or buyer of the Placing Shares is a US Person; and (ii) if the seller or any person acting on the seller's behalf knows that the purchaser is a dealer (as defined in Section 2(a)(12) of the Securities Act) or is a person receiving a selling concession, fee or other remuneration in respect of the Placing Shares sold, the seller or a person acting on the seller's behalf must send to the purchaser a confirmation or other notice stating that the Placing Shares may be offered and sold during the Distribution Compliance Period only in accordance with the provisions of Regulation S, pursuant to registration of the securities under the US Securities Act or pursuant to an available exemption from the registration requirements of the US Securities Act;
- 22 it acknowledges and agrees that in the case of an offer or sale of Placing Shares by an officer or director of the issuer or a Distributor, who is an SEC Affiliate of the Company or Distributor solely by virtue of holding such position, no selling concession, fee or other remuneration may be paid in connection with such offer or sale other than the usual and customary broker's commission that would be received by a person executing such transaction as agent;
- 23 it (and any account for which it is purchasing) is not acquiring the Placing Shares with a view to any offer, sale or distribution thereof within the meaning of the US Securities Act;

- 24 it will not distribute, forward, transfer or otherwise transmit this Announcement or any part of it, or any other presentational or other materials concerning the Placing to a US Person or in or into or from the United States (including electronic copies thereof) to any person, and it has not distributed, forwarded, transferred or otherwise transmitted any such materials to any person;
- 25 neither Stifel, N+1 Singer nor any of their respective affiliates, agents, directors, officers or employees nor any person acting on behalf of any of them is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing and that participation in the Placing is on the basis that it is not and will not be a client of either Stifel or N+1 Singer and neither Stifel nor N+1 Singer have any duties or responsibilities to it for providing the protections afforded to their clients or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor for the exercise or performance of any of its rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
- 26 it (and any person acting on its behalf) has the funds available to pay for the Placing Shares for which it has agreed to subscribe and acknowledges and agrees and undertakes that it will make payment to Stifel or N+1 Singer (as applicable) for the Placing Shares allocated to it in accordance with the terms and conditions of this Announcement on the due times and dates set out in this Announcement, failing which the relevant Placing Shares may be placed with others on such terms as Stifel or N+1 Singer may, in their respective absolute discretion determine without liability to Stifel or N+1 Singer and the Placee will remain liable for any shortfall below the net proceeds of such sale and the placing proceeds of such Placing Shares and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties due pursuant to the terms set out or referred to in this Announcement) which may arise upon the sale of such Placee's Placing Shares on its behalf;
- 27 no action has been or will be taken by any of the Company, Stifel, N+1 Singer or any person acting on their behalf that would, or is intended to, permit a public offer of the Placing Shares in the United States or in any country or jurisdiction where any such action for that purpose is required;
- 28 the person who it specifies for registration as holder of the Placing Shares will be: (a) the Placee; or (b) a nominee of the Placee, as the case may be. None of Stifel, N+1 Singer, nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. Each Placee and any person acting on behalf of such Placee agrees to acquire Placing Shares pursuant to the Placing and agrees to pay the Company and Stifel and N+1 Singer in respect of the same (including any interest or penalties) on the basis that the Placing Shares will be allotted to a CREST stock account of Stifel or N+1 Singer (as applicable) or transferred to a CREST stock account of Stifel or N+1 Singer (as applicable) who will hold them as nominee on behalf of the Placee until settlement in accordance with its standing settlement instructions with it;
- 29 it is acting as principal only in respect of the Placing or, if it is acting for any other person, (a) it is duly authorised to do so and has full power to make the acknowledgments, representations and agreements herein on behalf of each such person and (b) it is and will remain liable to the Company, Stifel and N+1 Singer for the performance of all its obligations as a Placee in respect of the Placing (regardless of the fact that it is acting for another person);
- 30 the allocation, allotment, issue and delivery to it, or the person specified by it for registration as holder, of Placing Shares will not give rise to a stamp duty or stamp duty reserve tax liability under (or at a rate determined under) any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depository receipts and clearance services) and that no instrument under which it subscribes for Placing Shares (whether as principal, agent or nominee) would be subject to stamp duty or the increased rates referred to in those sections and that it is not participating in the Placing as nominee or agent for any person or persons to whom the allocation, allotment, issue or delivery of Placing Shares would give rise to such a liability;
- 31 it and any person acting on its behalf (if within the United Kingdom) falls within Article 19(5) and/or 49(2) of the Order and undertakes that it will acquire, hold, manage and (if applicable) dispose of any Placing Shares that are allocated to it for the purposes of its business only;

- 32 it will not make an offer to the public of the Placing Shares and it has not offered or sold and will not offer or sell any Placing Shares to persons in the United Kingdom or elsewhere in the EEA prior to the expiry of a period of six months from Admission except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of section 85(1) of the FSMA or an offer to the public in any other member state of the EEA within the meaning of the Prospectus Directive;
- 33 it is a Relevant Person (as defined above). For such purposes, it undertakes that it will acquire, hold, manage and (if applicable) dispose of any Placing Shares that are allocated to it for the purposes of its business only;
- 34 it has only communicated or caused to be communicated and it will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) relating to Placing Shares in circumstances in which section 21(1) of the FSMA does not require approval of the communication by an authorised person and it acknowledges and agrees that this Announcement has not been approved by Stifel or N+1 Singer in their capacity as an authorised person under section 21 of FSMA and it may not therefore be subject to the controls which would apply if it was made or approved as financial promotion by an authorised person;
- 35 it has complied and it will comply with all applicable laws with respect to anything done by it or on its behalf in relation to the Placing Shares (including all relevant provisions of FSMA and MAR in respect of anything done in, from or otherwise involving the United Kingdom);
- 36 if it is a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive (including any relevant implementing measure in any member state), the Placing Shares acquired by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in a member state of the EEA which has implemented the Prospectus Directive other than Qualified Investors, or in circumstances in which the express prior written consent of Stifel and/or N+1 Singer has been given to the offer or resale;
- 37 if it has received any 'inside information' (for the purposes of MAR and section 56 of the Criminal Justice Act 1993) in relation to the Company and its securities in advance of the Placing, it confirms that it has received such information within the market soundings regime provided for in article 11 of MAR and associated delegated regulations and it has not:
- (a) used that inside information to acquire or dispose of securities of the Company or financial instruments related thereto or cancel or amend an order concerning the Company's securities or any such financial instruments;
 - (b) used that inside information to encourage, require, recommend or induce another person to deal in the securities of the Company or financial instruments related thereto or to cancel or amend an order concerning the Company's securities or such financial instruments; or
 - (c) disclosed such information to any person, prior to the information being made publicly available;
- 38 neither Stifel, N+1 Singer nor any of their respective affiliates, agents, directors, officers, employees, ultimate holding companies, any direct or indirect subsidiary undertakings of those holdings companies or any person acting on behalf of any of them has or shall have any liability for any matter arising out of Stifel and/or N+1 Singer's role of placing agent or otherwise in connection with the Placing and in particular for any information, representation or statement contained in this Announcement or for any information previously published by or on behalf of the Company or any other written or oral information made available to or publicly available or filed information or any representation, warranty or undertaking relating to the Company, and will not be liable for its decision to participate in the Placing based on any information, representation, warranty or statement contained in this Announcement or elsewhere, provided that nothing in this paragraph shall exclude any liability of any

person for fraud. Where such liability nevertheless arises as a matter of law Placees will immediately waive any claim against any of such persons which they may have in respect thereof;

- 39 none of Stifel, N+1 Singer, the Company, nor any of their respective affiliates, agents, directors, officers or employees or any person acting on behalf of Stifel, N+1 Singer, the Company or their respective affiliates, agents, directors, officers or employees is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing nor providing advice in relation to the Placing nor in respect of any representations, warranties, acknowledgements, agreements, undertakings, or indemnities contained in the Placing Agreement nor the exercise or performance of Stifel or N+1 Singers' rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
- 40 acknowledges and accepts that Stifel and/or N+1 Singer may, in accordance with applicable legal and regulatory provisions, engage in transactions in relation to the Placing Shares and/or related instruments for their own account for the purpose of hedging their underwriting exposure or otherwise and, except as required by applicable law or regulation, Stifel and N+1 Singer will not make any public disclosure in relation to such transactions;
- 41 Stifel, N+1 Singer and each of their respective affiliates, each acting as an investor for its or their own account(s), may bid or subscribe for and/or purchase Placing Shares and, in that capacity, may retain, purchase, offer to sell or otherwise deal for its or their own account(s) in the Placing Shares, any other securities of the Company or other related investments in connection with the Placing or otherwise. Accordingly, references in this Announcement to the Placing Shares being offered, subscribed, acquired or otherwise dealt with should be read as including any offer to, or subscription, acquisition or dealing by Stifel, N+1 Singer and/or any of their respective affiliates, acting as an investor for its or their own account(s). None of Stifel, N+1 Singer nor the Company intend to disclose the extent of any such investment or transaction otherwise than in accordance with any legal or regulatory obligation to do so;
- 42 it has complied with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Terrorism Act 2006 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and any related or similar rules, regulations or guidelines issued, administered or enforced by any government agency having jurisdiction in respect thereof (together, the "**Regulations**") and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations;
- 43 it is aware of the obligations regarding insider dealing in the Criminal Justice Act 1993, FSMA, MAR and the Proceeds of Crime Act 2002 and confirms that it has and will continue to comply with those obligations;
- 44 in order to ensure compliance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, Stifel, N+1 Singer (both for themselves and as agents on behalf of the Company) or the Company's registrars may, in their absolute discretion, require verification of its identity. Pending the provision to Stifel and/or N+1 Singer or the Company's registrars, as applicable, of evidence of identity, definitive certificates in respect of the Placing Shares may be retained at Stifel or N+1 Singers' absolute discretion or, where appropriate, delivery of the Placing Shares to it in uncertificated form may be delayed at Stifel or N+1 Singer or the Company's registrars', as the case may be, absolute discretion. If within a reasonable time after a request for verification of identity either Stifel or N+1 Singer (both for themselves and as agents on behalf of the Company) or the Company's registrars have not received evidence satisfactory to them, Stifel and/or N+1 Singer and/or the Company may, at its absolute discretion, terminate its commitment in respect of the Placing, in which event the monies payable on acceptance of allotment will, if already paid, be returned without interest to the account of the drawee's bank from which they were originally debited;
- 45 acknowledges that its commitment to acquire Placing Shares on the terms set out in this Announcement and in the form of confirmation will continue notwithstanding any amendment that

may in future be made to the terms and conditions of the Placing and that Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's or Stifel or N+1 Singer's conduct of the Placing;

- 46 it has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of subscribing for the Placing Shares. It further acknowledges that it is experienced in investing in securities of this nature and is aware that it may be required to bear, and is able to bear, the economic risk of, and is able to sustain, a complete loss in connection with the Placing. It has relied upon its own examination and due diligence of the Company and its affiliates taken as a whole, and the terms of the Placing, including the merits and risks involved;
- 47 it irrevocably appoints any duly authorised officer of Stifel or N+1 Singer (as applicable) as its agent for the purpose of executing and delivering to the Company and/or its registrars any documents on its behalf necessary to enable it to be registered as the holder of any of the Placing Shares for which it agrees to subscribe or purchase upon the terms of this Announcement;
- 48 the Company, Stifel, N+1 Singer and others (including each of their respective affiliates, agents, directors, officers or employees) will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and agreements, which are given to Stifel and N+1 Singer, on their own behalf and on behalf of the Company and are irrevocable;
- 49 if it is acquiring the Placing Shares as a fiduciary or agent for one or more investor accounts, it has full power and authority to make, and does make, the foregoing representations, warranties, acknowledgements, agreements and undertakings on behalf of each such accounts;
- 50 neither it nor, as the case may be, its clients expect Stifel or N+1 Singer to have any duties or responsibilities to such persons similar or comparable to the duties of "best execution" and "suitability" imposed by the FCA's Conduct of Business Source Book, and that Stifel and N+1 Singer are not acting for them or their clients, and that Stifel and N+1 Singer will not be responsible for providing the protections afforded to customers of Stifel and N+1 Singer (respectively) or for providing advice in respect of the transactions described herein;
- 51 that it is a "professional client" or an "eligible counterparty" within the meaning of Chapter 3 of the FCA's Conduct of Business Sourcebook and it is purchasing Placing Shares for investment only and not with a view to resale or distribution;
- 52 that it will (or will procure that its nominee will) if applicable, make notification to the Company of the interest in its ordinary shares in accordance with the Disclosure Guidance and Transparency Rules published by the FCA;
- 53 it undertakes to Stifel or N+1 Singer (as applicable) at the time of making its commitment to subscribe for Placing Shares that it will confirm in writing to Stifel or N+1 Singer in the form of confirmation sent by Stifel or N+1 Singer to Placees the number of Placing Shares that it intends to subscribe for;
- 54 that, as far as it is aware it is not acting in concert (within the meaning given in the City Code) with any other person in relation to the Company;
- 55 that it is responsible for obtaining any legal, tax and other advice that it deems necessary for the execution, delivery and performance of its obligations in accepting the terms and conditions of the Placing, and that it is not relying on the Company or Stifel or N+1 Singer to provide any legal, tax or other advice to it;
- 56 it will not distribute any document relating to the Placing Shares and it will be acquiring the Placing Shares for its own account as principal or for a discretionary account or accounts (as to which it has the authority to make the statements set out herein) for investment purposes only;

- 57 it is acquiring the Placing Shares for its own account or is acquiring the Placing Shares for an account with respect to which it exercises sole investment discretion and has the authority to make and does make the representations, warranties, indemnities, acknowledgements, undertakings and agreements contained in this Announcement;
- 58 time is of the essence as regards its obligations under this Appendix;
- 59 any document that is to be sent to it in connection with the Placing will be sent at its risk and may be sent to it at any address provided by it to Stifel or N+1 Singer;
- 60 the Placing Shares will be issued subject to the terms and conditions of this Appendix;
- 61 the rights and remedies of the Company, Stifel and N+1 Singer under the terms and conditions in this Announcement are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others; and
- 62 these terms and conditions in this Appendix and all documents into which this Appendix are incorporated by reference or otherwise validly forms a part and/or any agreements entered into pursuant to these terms and conditions and all agreements to acquire shares pursuant to the Placing will be governed by and construed in accordance with English law and it submits to the exclusive jurisdiction of the English courts in relation to any claim, dispute or matter arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by the Company or Stifel or N+1 Singer in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange.

By participating in the Placing, each Placee (and any person acting on such Placee's behalf) agrees to indemnify and hold the Company, Stifel, N+1 Singer and each of their respective affiliates, agents, directors, officers and employees harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings given by the Placee (and any person acting on such Placee's behalf) in this Appendix or incurred by Stifel, N+1 Singer, the Company or each of their respective affiliates, agents, directors, officers or employees arising from the performance of the Placee's obligations as set out in this Announcement, and further agrees that the provisions of this Appendix shall survive after the completion of the Placing.

The agreement to allot and issue Placing Shares to Placees (or the persons for whom Placees are contracting as agent) free of stamp duty and stamp duty reserve tax in the United Kingdom relates only to their allotment and issue to Placees, or such persons as they nominate as their agents, direct by the Company. Such agreement assumes that the Placing Shares are not being acquired in connection with arrangements to issue depositary receipts or to transfer the Placing Shares into a clearance service. If there are any such arrangements, or the settlement related to any other dealings in the Placing Shares, stamp duty or stamp duty reserve tax may be payable. In that event, the Placee agrees that it shall be responsible for such stamp duty or stamp duty reserve tax and neither the Company nor Stifel nor N+1 Singer shall be responsible for such stamp duty or stamp duty reserve tax. If this is the case, each Placee should seek its own advice and they should notify Stifel or N+1 Singer (as applicable) accordingly. In addition, Placees should note that they will be liable for any capital duty, stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the United Kingdom by them or any other person on the acquisition by them of any Placing Shares or the agreement by them to acquire any Placing Shares and each Placee, or the Placee's nominee, in respect of whom (or in respect of the person for whom it is participating in the Placing as an agent or nominee) the allocation, allotment, issue or delivery of Placing Shares has given rise to such non-United Kingdom stamp, registration, documentary, transfer or similar taxes or duties undertakes to pay such taxes and duties, including any interest and penalties (if applicable), forthwith and to indemnify on an after-tax basis and to hold harmless the

Company, Stifel and N+1 Singer in the event that either the Company and/or Stifel and/or N+1 Singer has incurred any such liability to such taxes or duties.

The representations, warranties, acknowledgements and undertakings contained in this Appendix are given to Stifel and N+1 Singer for themselves and on behalf of the Company and are irrevocable and shall not be capable of termination in any circumstances.

Each Placee and any person acting on behalf of the Placee acknowledges that neither Stifel nor N+1 Singer owes any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings, acknowledgements, agreements or indemnities in the Placing Agreement.

Each Placee and any person acting on behalf of the Placee acknowledges and agrees that Stifel and/or N+1 Singer may (at its absolute discretion) satisfy their obligations to procure Placees by either of them agreeing to become a Placee in respect of some or all of the Placing Shares or by nominating any connected or associated person to do so.

When a Placee or any person acting on behalf of the Placee is dealing with Stifel or N+1 Singer, any money held in an account with Stifel or N+1 Singer on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the relevant rules and regulations of the FCA made under FSMA. Each Placee acknowledges that the money will not be subject to the protections conferred by the client money rules: as a consequence this money will not be segregated from Stifel or N+1 Singer's money (as applicable) in accordance with the client money rules and will be held by it under a banking relationship and not as trustee and the Placee will rank only as a general creditor of Stifel or N+1 Singer (as applicable).

References to time in this Announcement are to London time, unless otherwise stated. All times and dates in this Announcement may be subject to amendment.

No statement in this Announcement is intended to be a profit forecast, and no statement in this Announcement should be interpreted to mean that earnings per share of the Company for the current or future financial years would necessarily match or exceed the historical published earnings per share of the Company.

The price of shares and any income expected from them may go down as well as up and investors may not get back the full amount invested upon disposal of the shares. Past performance is no guide to future performance, and persons needing advice should consult an independent financial adviser.

The Placing Shares to be issued or sold pursuant to the Placing will not be admitted to trading on any stock exchange other than AIM, a market operated by the London Stock Exchange.

Neither the content of the Company's website nor any website accessible by hyperlinks on the Company's website is incorporated in, or forms part of, this Announcement.

DEFINITIONS

In this Appendix to the Announcement and, as the context shall admit, in the Announcement:

"Admission" means the admission of the Placing Shares to trading on AIM becoming effective in accordance with the AIM Rules for Companies;

"AIM" means the market of that name operated by the London Stock Exchange;

"AIM Rules for Companies" or "AIM Rules" means the provisions of the London Stock Exchange AIM Rules for Companies as amended from time to time governing, inter alia, admission to AIM and the continuing obligations of AIM companies;

"Announcement" means this announcement (including this Appendix to this announcement);

"Appendix" means this appendix;

"CLIA" means Clinical Laboratory Improvement Amendments;

“Company” means Renalytix AI plc;

“CPT” means Current Procedural Terminology

“CREST” means the relevant system (as defined in the CREST Regulations) in respect of which Euroclear UK & Ireland Limited is the Operator (as defined in the CREST Regulations);

“CREST Regulations” means the Uncertificated Securities Regulations 2001 (SI 2001/3755) as amended from time to time;

“Directors” means the directors of the Company as at the date of this Announcement;

“Distribution Compliance Period” means the period during which the Placing Shares are subject to the conditions listed under Rule 903(b)(3) of Regulation S under the US Securities Act of 1933, as amended or such longer period as may be required under applicable law or as determined by the Company, being at least the expiry of one year after the later of (i) the time when the Placing Shares are first offered to persons other than Distributors in reliance upon Regulation S and (ii) the date of closing of the Placing;

“Distributor” means a distributor (as defined in Rule 902(d) of Regulation S);

“Enlarged Share Capital” means the Existing Ordinary Shares and the Placing Shares;

“Existing Ordinary Shares” means the 53,816,134 Ordinary Shares in issue as at the date of this Announcement;

“FCA” means the Financial Conduct Authority of the United Kingdom acting in its capacity as the competent authority for the purposes of Part IV of FSMA;

“FDA” means the US Food and Drug Administration;

“FSMA” means the Financial Services and Markets Act 2000 (as amended);

“London Stock Exchange” means London Stock Exchange plc;

“Longstop Date” means 23 August 2019;

“MAR” means the EU Market Abuse Regulation No. 596 of 2014;

“N+1 Singer” means Nplus1 Singer Advisory LLP, registered in England and Wales with number OC364131, whose registered office is at 1 Bartholomew Lane, London, EC2N 2AX;

“Ordinary Shares” means the ordinary shares of £0.0025 each in the capital of the Company;

“Placees” means eligible persons by whom or on whose behalf an offer to acquire Placing Shares has been made;

“Placing” means the placing of Placing Shares at the Placing Price by Stifel and N+1 Singer as agents for and on behalf of the Company, pursuant to the terms of the Placing Agreement and pursuant to the Subscription (as applicable);

“Placing Agreement” means the conditional placing agreement dated 23 July 2019 relating to the Placing of the Placing Shares (other than those Placing Shares which will be subscribed for directly as part of the Subscription) between the Company, Stifel and N+1 Singer;

“Placing Price” means 250 pence per Placing Share;

“Placing Shares” means up to 6,000,000 new Ordinary Shares to be issued in connection with the Placing and the Subscription;

“Prospectus Directive” means the Directive of the European Parliament and of the Council of the European Union 2003/71/EC;

“Regulation S” means Regulation S under the US Securities Act;

“SEC Affiliate” means an affiliate as defined in Rule 405 under the Securities Act;

“Securities Act” means the US Securities Act of 1933, as amended;

“Shareholders” means the holders of Ordinary Shares;

“Stifel” means Stifel Nicolaus Europe Limited;

“Subscription” means the subscription by Mount Sinai directly with the Company for Placing Shares representing 14.9% of the Enlarged Share Capital;

“Subscription Letter” means the letter to be entered into between Mount Sinai and the Company relating to the Subscription;

“United Kingdom” or “UK” means the United Kingdom of Great Britain and Northern Ireland;

“United States” or “US” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“US Investor Letter” means an investor letter in the form provided to any Placee in the United States;

“US Person” means a U.S. person (as defined in Rule 902(k) of Regulation S); and

“US Securities Act” means the United States Securities Act of 1933, as amended.